UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

KELLY PORTER, Plaintiff, v. AETNA LIFE INSURANCE COMPANY, RICOH USA, INC., LEIGH GORDON, as Plan Administrator, and RICOH USA, INC. SHORT TERM DISABILITY PLAN, Defendants.	)	Cause No.:

COMPLAINT

COMES NOW Plaintiff, Kelly Porter ("Ms. Porter"), and for her Complaint for violation of the Employment and Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq., ("ERISA"), states to this Court as follows:

PARTIES

1. Plaintiff is, and at all times pertinent was, a resident of the State of Missouri.
2. Plaintiff, at all times pertinent, was a participant within the meaning of 29 U.S.C. §1002(7) in the group short term disability plan that was issued to Ricoh USA, Inc. ("Ricoh"), Plaintiff's employer.
3. Defendant, Aetna Life Insurance Company ("Aetna"), is a Connecticut insurance company registered to sell insurance in the State of Missouri.
4. Defendant, Aetna, was a plan fiduciary within the meaning of 29 U.S.C. §1002(21)(A) of the Ricoh USA Inc. Short Term Disability Plan.

5. Defendant, Ricoh USA, Inc. ("Ricoh"), is an Ohio corporation, registered to conduct business in the State of Missouri.

6. Defendant, Ricoh, was the plan administrator and plan sponsor within the meaning of 29 U.S.C. §1002(16) of the Ricoh USA, Inc. Short Term Disability Plan.

7. Defendant, Leigh Gordon, is the employee of Ricoh USA, Inc. designated as the Plan Administrator of the Ricoh USA, Inc. Short Term Disability Plan.

8. Defendant, Ricoh USA, Inc. Short Term Disability Plan ("Plan"), is a single-employer welfare benefit plan within the meaning of 29 U.S.C. §1002(1).

JURISDICTION AND VENUE

9. This Court has personal and subject-matter jurisdiction over this cause of action pursuant to 29 U.S.C. §1132.

10. Plaintiff has standing to bring this action under ERISA, 29 U.S.C. §1132(a).

11. Venue is proper in this Court.

BACKGROUND

12. Up until 2015, Plaintiff was working full time for Ricoh at its location in Fenton, Missouri.

13. On or about March 21, 2013, Ricoh established a short term disability plan with Aetna having an effective date of January 1, 2013.

14. The Plan's covered class includes Plaintiff.

15. As a full time employee, Ms. Porter became insured under the Plan after a 30 day probationary period.

16. The Plan provides for short term disability benefits to cover employees who meet all contractual provisions, including the definition for disability.

17. The terms of the Plan define disability as "not able to perform the material duties of your own occupation because of an illness or injury, or because of a pregnancy-related condition."

18. On or about April 15, 2016, Plaintiff became unable to work due to asthma with acute exacerbation, cough and acute bronchitis.

19. On or about May 17, 2016, Plaintiff's medical provider stated that Plaintiff was unable to perform her work functions until her respiratory issues improved.

20. Plaintiff made a claim for short term disability benefits under the Plan.

21. Plaintiff has exhausted all administrative procedures under the Plan.

22. Plaintiff is entitled to short term disability benefits under the Plan.

23. Defendant denied Plaintiff's claim for short term disability benefits under the Plan.

24. Defendant improperly denied Plaintiff's benefits in the following manner:

    a. It failed to acknowledge the findings of the treating physician who indicated that Ms. Porter was unable to work;

    b. It failed to take into consideration the medical records of the treating physician.

    c. It evaluated the medical and vocational evidence in a biased manner.

25. Defendant's denial of short term disability benefits is a violation of 29 U.S.C. §1132(a)(1).

WHEREFORE, Plaintiff prays the Court issue Declaratory relief that she is entitled to short term disability benefits plus interest; reasonable attorney's fees and costs pursuant to 29 U.S.C. §1132(a); and any other relief that this Court deems necessary and proper.

Respectfully Submitted,

/s/ Evan M. Bettag

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